



D.C. Everest Area School District

6300 Alderson Street
Weston, WI 54476
Phone 715-359-4221

Kristine A. Gilmore, Ed.D.
Superintendent

MISSION STATEMENT

D.C. Everest Area School District, in partnership with the community, is committed to being an innovative educational leader in developing knowledgeable, productive, caring, creative, responsible individuals prepared to meet the challenges of an ever-changing global society.

TO: Dr. Kristine Gilmore, Superintendent
FROM: Jack E. Stoskopf, Jr., Assistant Supt. for Business/Personnel Services
RE: Aaron Mull Commendation
DATE: July 13, 2010

I wish to commend Aaron Mull for his work in securing a \$27,368.00 energy saving grant from Focus on Energy. Aaron has worked with our CESA 5 energy consultants as well as Don Keck, the Focus on Energy advisor. Energy efficient projects that will save the district money into the future are run through various formulas to come up with the focus on energy grant award amount. This grant is related to energy saving projects that have been implemented at the Greenheck facility.

We are pleased to announce that the grant funds secured exceeded the original estimated amount by \$15,804.62 (see attached agreement).

Thanks to Aaron for his good work on this project

RECEIVED
JUL 01 2010

June 29, 2010

Aaron Mull
DC Everest School District
6400 Alderson Street
Schofield, WI 54476

RE: DC Everest School District DHK 28594-11352

Dear Aaron:

Congratulations on the approval of the DC Everest School District DHK 28594-11352 application. Enclosed are two copies of the Grant Application for the above mentioned grant. Please sign two copies of the Grant Application and return one copy in the enclosed envelope.

If you have any questions regarding the above, please contact me at (888) 947-4701.

Sincerely,



Don Keck
Energy Advisor

Enclosures

8-4



focus on energy
The power is within you.

RECEIVED

JUL 01 2010

Program Manager Approval

Project/Grant: 28594/11352
Grant Amount: \$27,764.00
Project Cost: \$91,689.44
Approved Date: 6/24/2010
Approved By: Jason Nicholas

BUSINESS PROGRAMS GRANT AGREEMENT

Customer Profile

Customer Name:	DC Everest Area School District	Project Contact:	Aaron Mull
Tax ID:	39-6007952	Contact Address:	6400 Alderson Street Schofield WI 54476
Type of Business:	Schools - Public	Contact Phone:	715-359-6563 x1
Focus on Energy Sector:	Schools and Government	Contact Fax:	(715) 355-9153
Business Classification:	Other	Contact Email:	amull@dce.k12.wi.us

Certification

The following certifications are required in order for this form to substitute for the IRS Form W-9. Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Project Profile

Site Location: Greenheck Ice Arena Lighting and RO System Upgrade 04/10
6400 Alderson St
Schofield WI 54476-3969

ELECTRIC PROVIDER: _____

GAS PROVIDER: _____

Estimated Baseline System Usage			Recommendations	Estimated System Savings			
Peak Summer Demand*	Annual			Description	Peak Summer Demand (kW)	Annual	
	Electric (kWh)	Gas (Therm)	Electric (kWh)			Gas (Therms)	
58.6000	176,708		2.9900 - CUSTOM LIGHTING MEASURE - NOT OTHERWISE SPECIFIED Replace the 50 - 1000 watt metal halide light fixtures over the ice with 56 - 12 lamp T5HO light fixtures. Replace the 10 - 400 watt metal halide light fixtures over the bleachers with 9 - 4 lamp T5HO fixtures and 1 - 6 lamp T5HO fixture. The existing 50 - 1000 watt fixtures were on from 3:30PM - 10:00PM M-F all year for practice, 8:00AM - 10:00PM M-F for one month of summer camps in July, 10:00AM - 10:00PM Sat & Sun all year for games and for 60 hours total all year for varsity games. The new 56 - 12 lamp T5HO fixtures will operate differently but on the same time schedule. 20 of these fixtures will be on for practice and summer camp. 30 of these fixtures will be on for weekends and all 56 will be on for the 60 hours of varsity games. the bleacher lights are currently all on from 8:00AM - 3:00PM M-F for the rock climbing wall and for the 60 hours of varsity games. The 9 - 4 lamp T5HO fixtures will operate only for the 60 hours of varsity games and the 1 - 6 lamp T5HO fixture will operate from 8:00AM - 3:00PM M-F for the rock climbing wall.	39.8000	136,704		\$11,564.20
286.0000	987,789	0	5.9900 - CUSTOM PROCESS MEASURE - NOT OTHERWISE SPECIFIED Install a reverse osmosis system for the ice resurfacing water so the ice will be denser and bond together better which will allow being able to reduce the temperature of the ice sheet.	57.0000	197,558	0	\$15,804.62
344.6000	1,164,497	0	<----- TOTAL ----->	96.8000	334,262	0	\$27,368.82

* Peak demand savings are those that are reduced during the periods of weekdays in June, July, or August. Please provide descriptions of all variables used in these formulas.

The undersigned agrees that to the best of my knowledge, the renewable or energy efficiency measure(s) listed above is/are representative of the project I expect to implement as part of the Focus on Energy program. I understand that grant amounts are determined from the customer specific data submitted on this agreement form and that grants for similar measures may vary from customer to customer based on specific cost and savings. Submission of this agreement does not guarantee that your project will receive funding or a specific level of funding. Focus on Energy may conduct a pre-installation inspection to verify potential savings. I agree, at Focus on Energy's discretion, that I am liable to refund to Focus on Energy some or all of the funding received for this project if Focus on Energy determines that I have misrepresented information such as but not limited to eligibility or project information. I have read and agree to the Grant Agreement Terms & Conditions below. Any customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to participate in a customer survey. This agreement must be signed and returned by the Agreement Return Date below.

[Signature]

Aaron Mull

Customer Signature

Customer Name (Print)

Date

Focus Representative Signature

Focus Representative Name (Print)

Date

Agreement Return Date: _____

Project Completion Deadline: 12/31/2010

GRANT AGREEMENT TERMS & CONDITIONS

This Focus on Energy Program Grant Agreement ("Agreement") is by and between Wisconsin Energy Conservation Corporation("Admin") as Administrator for the Focus on Energy Program ("Focus") bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. ("SEERA"), and the applicant ("Customer"). Admin, Focus and Customer may be individually referred to herein as a "Party" and collectively as the "Parties."

ARTICLE 1: PROJECT TERM AND DESCRIPTION

The Term of this Agreement shall begin on the Approval Date as shown on the Agreement and shall run continuously through the Project Completion Deadline, unless extended or terminated pursuant to this Agreement or by mutual agreement of the parties. The energy savings project (the "Project") shall be as described on the Agreement and approved by Admin. The Project shall be implemented in accordance with the Agreement.

ARTICLE 2: PROJECT PAYMENTS

Admin shall direct the fiscal agent to make a lump-sum payment in the amount set forth in the Agreement upon Admin's receipt and acceptance to Admin's satisfaction of a Completion Notice and any other required project documentation as defined in Article 3 hereof. Admin shall be under no obligation to make any payments to the Customer if SEERA does not provide the funds to Admin for this purpose or if Admin is not under contract with SEERA for this purpose. Focus on Energy reserves the right to amend incentive amounts if criteria and information considered at the time of project approval are not met at project implementation. This includes but is not limited to project cost and project scope. Customer is only entitled to one payment per project measure. Should customer or its representative make duplicate application for payment of project measure, Admin reserves the right to recover any payments made in excess of the entitled project payment.

ARTICLE 3: PROJECT IMPLEMENTATION

The Customer's procurement, installation and implementation (completion) of renewable and/or energy efficiency measures shall be accomplished in accordance with the requirements outlined in the approved Agreement. The Customer shall deliver to Admin a Completion Notice by the Project Completion Deadline noted in the Agreement. Customer will provide invoices for equipment purchased or service performed as well as documentation that verifies that the renewable and/or energy efficiency measures, (i) have been properly installed, (ii) are functioning properly and (iii) have the potential to generate energy savings if properly maintained and operated. Should Admin discover that the project was not implemented as attested to in the Completion Notice, Customer shall be in breach of the Agreement and subject to full recovery of any and all payments made by Admin.

ARTICLE 4: RIGHT TO INSPECT

Admin, and its designated representatives, shall have the right to observe and inspect all Project work in any of the Customer's facilities at any reasonable time. The Customer and its subcontractors shall maintain accurate records of the Project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of one (1) year after the expiration or early termination of this Agreement. Admin and the State of Wisconsin shall have the right from time to time and at all reasonable times during the term of the Agreement and for a one-year period thereafter to inspect such records of the Project.

ARTICLE 5: MANNER OF PERFORMANCE

The Customer shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Customer shall make all reasonable attempts to ensure that all Project work, as described in the Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance of such work.

ARTICLE 6: DEFAULT AND TERMINATION

6.1 Subject to Section 6.3, this Agreement shall remain in effect until the Project expiration date as specified in Article 1 hereof unless a Party is in breach of any provision of this Agreement.

6.2 In the event that SEERA terminates, for any cause, Admin's Contract with SEERA, which terminates Admin's right to act as Administrator of the Focus on Energy Program, responsibility for this Agreement transfers to the new Program Administrator.

6.3 This Agreement may be terminated at Admin's sole discretion if Customer does not commence implementation of the Project on or before the Project Completion Deadline, unless extended by mutual agreement of the Parties. Evidence of commencement of the implementation of the Project can consist of: 1) Copies of accepted Purchase Orders for the equipment to be installed as part of the Project, or 2) A copy of an executed contract with the general contractor supplying goods and or services for the project.

ARTICLE 7: INDEMNIFICATION AND DAMAGES

The Customer shall protect, indemnify, defend and hold harmless Admin, and SEERA, and their affiliates, subsidiaries, parent organization, officers, managers, directors, agents, employees, contractors (not including the Customer), and subcontractors from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and the cost of investigation) imposed upon or incurred by or asserted against these entities resulting from, arising out of or relating to the performance of this Agreement excepting only such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and/or expenses that are solely caused by the gross negligence or willful misconduct of Admin, its officers, directors, agents or employees. The Customer agrees that such obligations under this Article shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Admin's liability to the Customer for damages to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.

ARTICLE 8: PUBLICITY

The Customer shall not use Admin's or SEERA's corporate name, logo, identity, any affiliation, and any related logo including the "Focus on Energy" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of Admin, which consent may be withheld in Admin's sole and absolute discretion. The Customer shall collaborate with Admin to prepare any press release and to plan for any news conference concerning the Project and agrees to provide Admin, for its prior written approval, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material. Focus reserves the right to publicize the Customer's participation in the Focus on Energy program unless requested otherwise in writing and submitted to Focus on Energy - Business Programs Office, 431 Charmany Drive, Madison, WI 53719.

ARTICLE 9: REVIEW AND DISCLAIMER

Admin's execution of this Agreement with the Customer and any review of the design, construction, operation, or maintenance of the Project by Admin or any of its subcontractors shall not constitute any representation or warranty by Admin as to the economic or technical feasibility, operational capability or reliability of any renewable and/or energy efficiency measures or the capability or reliability of any market provider performing any work on the Project. The Customer shall in no way represent to any third party that Admin's execution of this Agreement or any reviews by Admin or its subcontractors, including, but not limited to, Admin or its subcontractors review of the design, construction, operation, or maintenance of the Project is a representation or warranty by Admin as to the economic or technical feasibility, operational capability or reliability of the renewable and/or energy efficiency measures or an endorsement of the contractor performing work on the Project. The Customer is solely responsible for the technical feasibility, operational capability and reliability of the renewable and/or energy efficiency measures.

ARTICLE 10: ACCEPTANCE

The Customer is required to acknowledge its understanding and acceptance of the terms and conditions of this Agreement by returning an executed copy of this Agreement to the Customer's Focus on Energy Advisor or to Focus on Energy – Business Programs Office, 431 Charmany Drive, Madison, WI 53719 on or before the Agreement Return Date. If the Customer's Focus on Energy representative does not receive the executed copy of this Agreement by the Deadline, Admin will consider that Customer's decision is to decline the terms and conditions contained herein and this Agreement will be of no force and effect.

ARTICLE 11: MISCELLANEOUS

§14.1. Governing Law. This Agreement shall be interpreted according to the laws of the State of Wisconsin.

§14.2. Assignment. Admin may assign, transfer or convey this Agreement or any of Admin's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of Customer.

§14.3. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed therein.

ARTICLE 12: ENTIRE AGREEMENT

The Agreement and the above Terms and Conditions constitute the entire understanding and acceptance of the parties concerning its subject matter and supersede all other agreements, whether oral or written. No modification shall be binding on either party unless reduced to writing and signed by both parties.